

UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
Alexandria Division

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BMO HARRIS BANK N.A.,	)	
	)	
<i>Plaintiff,</i>	)	
	)	
v.	)	Civil Action No. 1:14-CV-1187
	)	
THE TRULAND GROUP, INC.,	)	
	)	
TRULAND SYSTEM CORPORATION,	)	
	)	
PEL-BERN ELECTRIC CORPORATION,	)	
	)	
BLUMENTHAL KAHN	)	
TRULAND ELECTRIC, LLC,	)	
	)	
TECH, INC.,	)	
	)	
THE TRULAND GROUP	)	
OF COMPANIES, CORP.,	)	
	)	
SNOWDEN RIVER CORPORATION,	)	
	)	
TRULAND SERVICE CORPORATION,	)	
	)	
TRULAND WALKER SEAL	)	
TRANSPORTATION, INC.,	)	
	)	
NORTHSIDE TRULAND	)	
ELECTRIC, LLC,	)	
	)	
<i>Defendants.</i>	)	

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**RECEIVER'S EMERGENCY MOTION TO**  
**FOR DIRECTION AND ENFORCEMENT OF RECEIVERSHIP ORDER**

COMES NOW, Raymond A. Yancey, Receiver (the "Receiver"), by his undersigned counsel, and hereby submits this Emergency Motion for Direction and Enforcement of the

Receivership Order (the “Motion”). The Plaintiff, BMO Harris Bank, N.A., has consented to hearing this Motion on an emergency basis on June 29, 2017 at 10:00 am

As set forth more fully in the Receiver’s Memorandum in Support of the Motion, which is filed simultaneously herewith, the Receiver respectfully moves this Court to enter an Order providing the Receiver with comfort that, notwithstanding the June 30, 2017 effective date of the termination of the Management Agreement,<sup>1</sup> the Receiver Order is still in full force and effect, and 1) the Receiver is authorized to continue to use Receivership Property (including all cash on hand in the Receivership Estate) to fund the expenses of the Receivership, including but not limited to using these funds for legal and other professional expenses for the Arbitration; 2) the Receiver is permitted, but not obligated, to make any interim distributions to any creditor, including the Bank, solely within his discretion; 3) that effective June 30, 2017, BMO and the Receiver will have no further obligations under the Management Agreement, except for those provisions of the Agreement that specifically survive termination (paragraph 3.05); and 4) granting such other and further relief as the Court deems just and proper.

Dated: June 23, 2017

Respectfully submitted,

By: /s/ Erika L. Morabito  
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***Attorney for Receiver Raymond A. Yancey***

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<sup>1</sup> All capitalized terms not otherwise defined herein have the meaning ascribed to them in the Memorandum in Support of the Motion.

**CERTIFICATE OF SERVICE**

I hereby certify that on June 23, 2017, I electronically filed the foregoing with the Clerk of Court using the CM/ECF system, which will then send a notification of such filing (NEF) to all counsel of record.

/s/ Erika L. Morabito

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